

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

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BROCK FREDIN,

Plaintiff,

--against--

District Court Case No. 17-CV-3058  
(SRN)

LINDSEY MIDDLECAMP,

Defendants.

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BROCK FREDIN,

Plaintiff,

--against--

District Court Case No. 18-CV-466  
(SRN)

GRACE MILLER,  
CATHERINE SCHAEFER,

Defendants.

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BROCK FREDIN,

Plaintiff,

--against--

District Court Case No. 20-CV-01929  
(SRN)

JAMIE KREIL,

Defendant.

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**DECLARATION**

STATE OF WISCONSIN        }  
  ss:  
COUNTY OF SAINT CROIX    }

BROCK FREDIN, being duly sworn, deposes and says:

1. I am the Plaintiff in the above-captioned proceeding. I submit this declaration in support of my letter requesting the opportunity to file a motion for reconsideration related to the Court's January 8, 2021 and January 11, 2021 Orders.

**AUTHENTICATION OF DOCUMENTS**

2. Attached hereto as **Exhibit A** is a true and correct copy of Lindsey Middlecamp's and her friend's February 1, 2017 Tweet.

3. Attached hereto as **Exhibit B** is a true and correct copy of the Lindsey Middlecamp's September 22, 2017 settlement email and proposed agreement.

Dated: January 16, 2021



s/ Brock Fredin  
Brock Fredin  
Saint Croix Co., WI  
(612) 424-5512 (tel.)  
brockfredinlegal@icloud.com  
*Plaintiff, pro se*

**A**



**Ryan L.**

@ryanlindberg

 **Follow**



Also Brock Fredin there are a lot of people on twitter who won't write emails but will just gleefully dick-punch you into an event horizon

Re: Ethics Concern

  

Mr. Fredin,

As you know, I maintain a Twitter account that primarily addresses subjects of ethics and not the integrity, competence, character, or ability of any individual or a public figure. I endeavor to use my personal social media platform to raise awareness of matters related to government, industry, academia, and social justice.

Today, I was forwarded an email you sent to the Huffington Post which, although somewhat difficult to follow, appears to accuse me of participating in certain activities. I believe you are well aware that these allegations are false. After reading the Huffington Post's "Special: Documenting a disturbing email" article, you granted a request of deleting your name with the following: "My point is that I was not involved in the production, or distribution, or content of the email that you forwarded to the Huffington Post. I have the complete transcript and I'll be happy to provide a full transcript if you wish." I can only conclude that you sent the email to the Huffington Post for the purpose of harassment or to harm my reputation.

I expect that you will immediately remove and delete any direct contact to myself or request contact made to third parties with the purpose of either making knowingly false allegations against me or to bring my personal information (which by extension, appears designed to send the message to me that you are looking for my personal information, which I believe my forwarding process must be an ongoing threat) to the public. I am not a public figure and my name is not related to you but I am a person who is not a public figure.

In light of the documented history of harassing tactics you have engaged in against other local sources I will take any reasonable level of action to protect

**CardsAgstHarassment @CardsAgstHrsmt**

Replying to @CardsAgstHrsmt

My longer-winded way of saying "Not today, Brock Fredin. Not tomorrow, either."

LIKE

1



**B**



Brock F &lt;brockf12@gmail.com&gt;

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**Middlecamp/Fredin**

4 messages

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**Michael P. Boulette** <mboulette@messerlikramer.com>

Fri, Sep 22, 2017 at 2:33 PM

To: "brockf12@gmail.com" &lt;brockf12@gmail.com&gt;

Cc: "Amy A. Stewart" &lt;astewart@messerlikramer.com&gt;

**FOR SETTLEMENT PURPOSES ONLY-NOT ADMISSIBLE AS EVIDENCE**

Mr. Fredin,

Following yesterday's hearing, you conveyed a desire to resolve this matter in a way that allows both parties move on with their lives. I'm writing to follow up on that discussion. Please note that this email and attachment are for settlement purposes only and not admissible as evidence pursuant to Minn. R. Evid. 408.

Consistent with your remarks from yesterday, I have attached a proposed settlement agreement memorializing terms which Ms. Middlecamp could accept. This offer will expire by Monday, September 25, 2017 at 5:00 PM.

To summarize its contents: Ms. Middlecamp would agree to delete all tweets referencing you or related to you as part of a global settlement of all claims. You would, in turn, agree to dismiss your civil defamation litigation (in state and federal court), and execute a release and waiver covering both harassment restraining order matters and all other claims.

I hope you will give this proposal serious thought. Please let me know by 5:00 pm on Monday, and let me know in the meantime if you have questions.

**Michael Boulette**

Attorney

Direct: 612.672.3639

Fax: 612.672.3777

[mboulette@messerlikramer.com](mailto:mboulette@messerlikramer.com)[www.messerlikramer.com](http://www.messerlikramer.com)

Messerli &amp; Kramer P.A.

1400 Fifth Street Towers | 100 South Fifth Street

Minneapolis, MN 55402-1217

**SETTLEMENT AGREEMENT AND  
FULL RELEASE OF ALL CLAIMS**

**A. Identification of Parties and Agreement.**

This Settlement Agreement and Full Release Of All Claims made this \_\_\_\_\_(date) is between Brock Fredin and Lindsey Middlecamp.

**B. Agreement Terms.**

WHEREAS, Middlecamp filed a petition for harassment restraining order against Fredin ("Middlecamp's HRO") and Fredin subsequently filed a petition for harassment restraining order against Middlecamp ("Fredin's HRO"), both in Ramsey County, which are collectively referred to herein as the "HRO matters";

WHEREAS, Fredin has commenced civil litigation against Lindsey Middlecamp in both Ramsey County District Court and the United States District Court in the District of Minnesota alleging, among other claims, defamation and personal injury associated with social media postings published by Lindsey Middlecamp ("Civil Lawsuits");

WHEREAS, Fredin and Middlecamp wish to enter into a full and complete settlement with regard to Fredin's HRO and the Civil Lawsuits;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the sufficiency and value of which is hereby

acknowledged, it is agreed as follows:

1. Release. Fredin does hereby release Middlecamp from and against any and all claims, actions, demands, causes of actions, obligations, rights or damages of any nature, whether known or unknown, arising from, on account of, or in any way relating to the claims, events, and communications underlying Fredin's HRO and the Civil Lawsuits. Fredin further agrees to waive any appeal or additional motion practice related to Middlecamp's HRO.

2. Consideration: In consideration of the above, and within 24 hours of the execution of this Agreement, Middlecamp shall delete all @CardsAgstHrsmt tweets identifying Fredin, or referring to Fredin or claims against Fredin.

3. Full Satisfaction. Fredin understands and agrees that acceptance of the above consideration is in full and complete satisfaction of the afore-mentioned claims in Fredin's HRO and the Civil Lawsuits referenced above. Fredin further agrees that settlement of this matter is in no way or manner to be construed as an admission on the part of Middlecamp, or of the validity of Fredin's claims or of the liability of Middlecamp, which validity and liability Middlecamp expressly denies.

4. Dismissal of Civil Lawsuits. Within 24 hours of Middlecamp complying with the provisions of Paragraph 2, Fredin agrees to execute and file a



Notice of Dismissal or such other pleadings as necessary to withdraw and terminate the Civil Lawsuits.

5. Complete Agreement. This Agreement contains and sets forth all of the terms agreed upon by the parties. This agreement may not be modified or changed except with the express, written agreement of all parties to this agreement.

6. Voluntary Agreement. Fredin acknowledges and agrees that he has read this agreement, and that he has the right and ability to discuss this with an attorney if he so chooses, and that he understands all of its provisions, and that he signs and agrees to all of its terms voluntarily and without coercion.

*Signatures to follow:*

\_\_\_\_\_  
Brock Fredin

Dated: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Lindsey Middlecamp

Dated: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

DATE: \_\_\_\_\_